

**IN THE UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA
COLUMBIA DIVISION**

IN RE: MICHELE ANNE WASHINGTON,)	CHAPTER 13
)	
Debtor,)	CASE NO. 20-03482-DD
)	
)	MOTION TO RECONSIDER
)	ORDER OF CONFIRMATION
)	

MOTION TO RECONSIDER ORDER OF CONFIRMATION

NOW COMES TITLEMAX OF SOUTH CAROLINA, INC. ("Titlemax"), and hereby respectfully moves this Court to reconsider its Order confirming Debtor's Modified Plan [Docket Nos. 65, 75]. In support thereof, Titlemax shows the following:

1. Debtor filed a voluntary petition for relief under Chapter 13 of the United States Bankruptcy Code on September 8, 2020.
2. The Court confirmed Debtor's plan on January 25, 2021 [Docket No. 51].
3. Debtor's plan did not propose to pay or otherwise treat any claim by Titlemax. [Docket No. 45]
4. Debtor's plan did not list Titlemax as a creditor.
5. Titlemax filed a motion for relief from stay and co-debtor stay (against Debtor's husband Gary A. Washington) [Docket Nos. 53, 56].
6. Debtor filed a post-confirmation modified plan on July 6, 2021 [Docket No. 54] proposing that Gary A. Washington, the individual whom owes Titlemax money, pay Titlemax outside of the plan.
7. Titlemax appeared at the hearings on its motion for relief from stay and confirmation of modified plan on August 5, 2021 and August 9, 2021. [Docket Nos.

60, 61, 67].

8. Debtor filed its motion to modify plan after confirmation on August 8, 2021 – listing Titlemax as a creditor, which it is not – and proposed to pay Titlemax through the plan. [Docket No. 65].
9. Titlemax objected to the modification of the plan. [Docket No. 72].
10. A hearing was set for September 14, 2021 on Debtor’s motion to modify plan after confirmation. Titlemax failed to appear at the hearing on September 14, 2021 due to the undersigned’s failure to properly calendar the hearing.
11. Through no fault of Titlemax, their argument was not presented to the Court on September 14, 2021.
12. Should the Court confirm Debtor’s plan without considering Titlemax’s objection, Titlemax will be unfairly prejudiced.
13. In its objection, Titlemax objected to the treatment of the debt as alleged because the Debtor is not liable to Titlemax and a bankruptcy plan cannot modify the terms of a loan between a creditor and a non-party to the bankruptcy.
14. Debtor’s husband, Gary A. Washington, is the only person responsible for the repayment of the loan extended by Titlemax
15. Pursuant to 11 U.S.C. Section 101(12) “debt” means liability on a claim.
16. A claim is defined as “a right to payment” or a right “to an equitable remedy for breach of performance if such breach gives rise to a right to payment....” 11 U.S.C. Section 101(5).
17. Titlemax does not have a claim against Debtor.
18. Titlemax does not have a right to payment from Debtor.

19. Pursuant to 11 U.S.C. Section 1322, Debtor cannot treat Titlemax's "claim" under the plan because Titlemax does not have a claim against Debtor and such treatment is not contemplated under the Code.

WHEREFORE, Titlemax respectfully requests that this Court set this motion down for hearing and reconsider the confirmation of Debtor's modified plan.

September 15, 2021.

/s/ Nathan E. Huff

Nathan E. Huff
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CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this day he has served the foregoing on the following (if by U.S. Mail, with proper postage affixed thereto):

Michele Anne Washington
1324 Furman Dr.
Sumter, SC 29154

Paul L. Held, Esq.
Electronically via ECF

Pamela Simmons-Beasley, Trustee
Electronically via ECF

This 15th day of September, 2021.

/s/ Nathan E. Huff
Attorney for Movant